



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
AMENDMENT # 1
RFP # 317.03-121

June 6, 2005

The subject RFP is hereby amended as follows.

A. The following RFP Schedule of Events updates or confirms scheduled RFP dates.

EVENT	TIME	DATE	UPDATED/ CONFIRMED
1. State Issues RFP		05/16/05	CONFIRMED
2. Disability Accommodation Request Deadline		05/23/05	CONFIRMED
3. Pre-proposal Conference	9:00 a.m. CST	05/25/05	CONFIRMED
4. Notice of Intent to Propose Deadline		05/27/05	CONFIRMED
5. Written Comments Deadline		06/08/05	CONFIRMED
6. State Responds to Written Comments		06/21/05	CONFIRMED
7. Proposal Deadline	2:00 p.m.	06/30/05	CONFIRMED
8. State Completes Technical Proposal Evaluations		07/08/05	CONFIRMED
9. State Opens Cost Proposals & Calculates Scores	9:00 a.m.	07/11/05	CONFIRMED
10. State Issues Evaluation Notice & Opens RFP Files for Public Inspection	9:00 a.m.	07/12/05	CONFIRMED
11. Contract Signing		07/22/05	CONFIRMED
12. Contract Signature Deadline		07/29/05	CONFIRMED
13. Performance Bond Deadline		08/01/05	CONFIRMED
14. Contract Start Date		08/15/05	CONFIRMED

B. Delete Contract Attachment A, Section A.18 in its entirety and insert the following in its place:

A.18 Portal Availability

The State Service Portal must be operational and available to customers twenty-four (24) hours a day, seven (7) days a week, throughout the year. The only exception will be for pre-defined systems administration and maintenance. Maintenance must be performed at times that will not adversely impact daily operations. Individual applications may be unavailable based on the individual agency legacy application operational schedule. Scheduled Portal downtime must be coordinated with and approved by the State Portal Manager with at least a seven (7) day advance notice prior to performing the scheduled downtime. Scheduled downtime must be scheduled during lowest customer activity times. The State normally schedules Internet

downtimes from 2:00am to 4:00am on Sunday mornings. Proposers must describe their approach and experience on portal availability and the scheduling of routine maintenance downtime. Proposals must include a plan for notifying customers when an application is unavailable as well as its estimated time for return to service.

C. Delete Contract Attachment A, Section A.40 in its entirety and insert the following in its place:

A.40 Contractor Payment Procedure

Transaction, time and material or subscription fees will be effective when an application is placed in production. The State will pay the Portal Contractor upon submission and approval of a consolidated invoice. The Portal Contractor will capture relevant accounting information so that Portal processing fees can be properly recorded in the State's financial system. The invoice must be received by the last day of the month, following the transaction month at no additional charge to the State.

The Contractor must provide an on-line Subscriber Billing System for service subscribers. Subscribers must be able to access and review their invoices on-line through the Portal. Subscribers must be able to receive an invoice or have the charges put on a credit card.

D. Delete the first sentence of Contract Attachment A, Section A.41.1 and insert the following in its place:

Telephone support by the Contractor must be available on a 7 x 24 basis.

E. Delete the first sentence of Contract Attachment A, Section A.41.2 and insert the following in its place:

Email support by the Contractor must be available on a 7 x 24 basis.

F. Delete Contract Attachment A, Sections A.42.D and A.42.E in their entirety.

G. Delete Contract Attachment C in its entirety and insert the following in its place:

CONTRACT ATTACHMENT C

**Liquidated Damages
Service Level Agreements**

The additional remedies identified in this section shall not be construed to limit or restrict the State's application of any other remedies available under this Contract.

In cases where both Portal availability and application availability apply, Portal availability will rule.

A. Portal Availability

In concert with the Technical Requirements definitions in the Contract Attachment A, Technical Requirements, Section A.18, Portal Availability, for portal availability the following shall define the SLA commitment for the State Service Portal's availability:

Performance Standard: State Service Portal available 99.7% of the time for the entire calendar month.*

Liquidated Damages Assessment: Failure to meet the above availability requirement will result in a Liquidated Damages Assessment of four thousand dollars (\$4,000). Failure to meet the above availability requirement for a second consecutive month will result in a Liquidated Damages Assessment of eight thousand dollars (\$8,000). Failure to meet the above availability requirement for a "n" consecutive month will result in a Liquidated Damages Assessment of "n" times \$4,000.

B. Portal Security

In concert with the Technical Requirements definitions in the Contract Attachment A, Technical Requirements, Section A.27, Internal Control and Security, for Portal security the following shall define the SLA commitment for the State Service Portal's Security:

Performance Standard: State Service Portal Security identifies security breaches, attempted breaches or attacks and takes corrective action within 2 hours of the occurrence.

Liquidated Damages Assessment: Failure to meet the above security management requirement will result in a Liquidated Damages Assessment of two thousand dollars (\$2,000) for each occurrence.

C. Application Availability

In concert with the Technical Requirements definitions in the Contract Attachment A, Technical Requirements, Section A.18, Portal Availability, for application availability the following shall define the SLA commitment for the State Service Portal's specific application availability:

Performance Standard: State Service Portal applications provided by the Contractor will be available to the customer 99.5% of the time for the entire calendar month. *

Liquidated Damages Assessment: Failure to meet the above application availability requirement will result in a Liquidated Damages Assessment of fifty dollars (\$50) for each hour that exceeds the Service Level Agreement.

D. Credit Card Authorizations

In concert with the Technical Requirements definitions in the Contract Attachment A, Technical Requirements, Section A.35, Authorization and Batch Settlement, for credit card processing the following shall define the SLA commitment for the State Service Portal's Credit Card Authorizations availability:

Performance Standard: State Service Portal credit card transaction authorizations will be continuous 99.9% of the time for the entire 24 hour period, assuming that the national electronic payment networks and the State's contracted Merchant Servicer are working properly.

Liquidated Damages Assessment: Failure to meet the above transaction authorizations requirement will result in a Liquidated Damages Assessment of one thousand dollars (\$1,000) for each 24 hour period for which the credit card transaction requirement is not met.

E. Credit Card Settlement

In concert with the Technical Requirements definitions in the Contract Attachment A, Technical Requirements, Section A.35, Authorization and Batch Settlement, for credit card settlement the following shall define the SLA commitment for the State Service Portal's Credit Card Settlement availability:

Performance Standard: State Service Portal authorized credit card transactions will be settled each calendar day, assuming that the national electronic payment networks and the State's contracted Merchant Servicer are working properly.

Liquidated Damages Assessment: Failure to meet the above transaction processing requirement will result in a Liquidated Damages Assessment of fifty dollars (\$50) per application for each calendar day for which authorized credit card transactions are not settled.

* "for the entire calendar month" refers to the portion of the month that the application or portal site was implemented. All time references refer to scheduled uptime and exclude scheduled downtimes (Contract Attachment A, Technical Requirements, Section A.18, Portal Availability defines the State's requirements for scheduled downtimes.)

F. Readable Billing Media

Beginning ninety (90) days after the Contract start date, as defined in Contract Section B.1, the State will impose upon the vendor a Liquidated Damages Assessment of one thousand dollars (\$1,000.00) if a readable CD ROM for billing purposes is not delivered in a timely manner. Timely delivery is defined as the vendor delivering a readable CD ROM no later than the last day of the month following the transaction month. An additional Liquidated Damages Assessment of one hundred dollars (\$100.00) a day will be imposed on the vendor for each additional day beyond the aforementioned timely period that the vendor does not deliver to the State a readable CD ROM.

H. **Delete Contract Attachment G, Section 1.1 in its entirety and insert the following in its place:**

- 1.1 The State requires three (3) CD's (1 original and 2 duplicates) to be provided as invoicing on CD ROM to the Department of Finance and Administration, Billing Services by the last day of the month, following the transaction month, at no additional charge to the State of Tennessee. The CD provided must be compatible for use with computer equipment (hardware and software) used by the State and must be operational.

I. Delete Contract Attachment G, Section 5.1 in its entirety and insert the following in its place:

- 5.1 Beginning ninety (90) days after the Contract start date, as defined in Contract Section B.1, the State will impose upon the vendor a Liquidated Damages Assessment of one thousand dollars (\$1,000.00) if a readable CD ROM for billing purposes is not delivered in a timely manner. Timely delivery is defined as the vendor delivering a readable CD ROM no later than the last day of the month following the transaction month. An additional Liquidated Damages Assessment of one hundred dollars (\$100.00) a day will be imposed on the vendor for each additional day beyond the aforementioned timely period that the vendor does not deliver to the State a readable CD ROM.

J. Add the following as Contract Attachment A, Section A.42.F and renumber any subsequent sections as necessary:

F. Readable Billing Media

This SLA will address performance of the contractor with regard to providing required billing information on CD-ROM media that are compatible with State computer equipment (hardware and software) and that are operational.